

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re:

KrisJenn Ranch, LLC,

Debtor

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CHAPTER 11

CASE No. 20-50805


KrisJenn Ranch, LLC, KrisJenn Ranch, LLC-Series Uvalde Ranch, and KrisJenn Ranch, LLC-Series Pipeline ROW, as successors in interest to Black Duck Properties, LLC,


Plaintiffs,


V.


DMA Properties, Inc. and Longbranch
Energy, LP,


Defendants.


























ADVERSARY No. 20-05027

DMA Properties, Inc.,

Cross-Plaintiff/Third-Party Plaintiff

V.

KrisJenn Ranch, LLC, KrisJenn Ranch, LLC-Series Uvalde Ranch, and KrisJenn Ranch, LLC-Series Pipeline ROW, Black Duck Properties, LLC, Larry Wright, and John Terrill,

Cross-Defendants/Third-Party Defendants

ADVERSARY No. 20-05027

**MOORE'S RESPONSES AND OBJECTIONS
TO KRISJENN'S FIRST REQUESTS FOR ADMISSIONS**

Moore hereby serves his responses and objections to KrisJenn Ranch, LLC, KrisJenn Ranch, LLC-Series Uvalde Ranch, and KrisJenn Ranch, LLC-Series Pipeline ROW First Requests for Admissions.

Respectfully,

/s/ Christopher S. Johns

Christopher S. Johns
State Bar No. 24044849
Christen Mason Hebert
State Bar No. 24099898
JOHNS & COUNSEL PLLC
14101 Highway 290 West, Suite 400A
Austin, Texas 78737
512-399-3150
512-572-8005 fax
cjohns@johnsandcounsel.com
chebert@johnsandcounsel.com

/s/ Timothy Cleveland

Timothy Cleveland
State Bar No. 24055318
CLEVELAND | TERRAZAS PLLC
4611 Bee Cave Road, Suite 306B
Austin, Texas 78746
512-689-8698
tcleveland@clevelandterrazas.com

*Attorneys for Frank Daniel Moore and
DMA Properties, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on December 11, 2020 a true and correct copy of the foregoing document was transmitted to each of the parties via the Court's electronic transmission facilities and/or via electronic mail as noted below. For those parties not registered to receive electronic service, a true and correct copy of the foregoing document was served by United States Mail, first class, postage prepaid, at the address noted below.

<p>Ronald J. Smeberg Charles John Muller, IV MULLER SMEBERG, PLLC 111 W. Sunset San Antonio, TX 78209 ron@smeberg.com john@muller-smeberg.com</p> <p><i>Counsel for KrisJenn Ranch, LLC, Krisjenn Ranch, LLC, Series Uvalde Ranch, KrisJenn Ranch, LLC, Series Pipeline Row</i></p>	<p>Michael Black BURNS & BLACK PLLC 750 Rittiman Road San Antonio, TX 78209 mblack@burnsandblack.com</p> <p>Jeffery Duke DUKE BANISTER MILLER & MILLER 22310 Grand Corner Drive, Suite 110 Katy, TX 77494 jduke@dbmmlaw.com</p> <p><i>Counsel for Longbranch Energy, LP</i></p>
<p>Ronald J. Smeberg THE SMEBERG LAW FIRM, PLLC 2010 W Kings Hwy San Antonio, TX 78201-4926 ron@smeberg.com</p> <p><i>Counsel for Black Duck Properties, LLC</i></p>	<p>Shane P. Tobin OFFICE OF THE U.S. TRUSTEE 903 San Jacinto Blvd, Room 230 Austin, Texas 78701 shane.p.tobin@usdoj.gov</p> <p><i>United States Trustee</i></p>
<p>William P Germany BAYNE, SNELL & KRAUSE 1250 N.E. Loop 410, Suite 725 San Antonio, TX 78209 wgermany@bsklaw.com</p> <p><i>Counsel for Larry Wright</i></p>	<p>John Terrill 12712 Arrowhead Lane Oklahoma City, OK 73120</p> <p><i>Third Party-Defendant, pro se</i></p>
<p>Laura L. Worsham JONES, ALLEN & FUQUAY, L.L.P. 8828 Greenville Avenue Dallas, TX 75243 lworsham@jonesallen.com</p> <p><i>Counsel for McLeod Oil, LLC</i></p>	

/s/ Christopher S. Johns

Christopher S. Johns

OBJECTIONS AND RESPONSES TO REQUESTS FOR ADMISSIONS

Request for Admission No. 1: Admit that Wright told you that you would receive 20% of Black Duck's 15% interest for the life of the TCRG project.

Response: Deny.

Request for Admission No. 2: Admit that you told TCRG that you had an interest in the ROW that ran with the land.

Response: Admit.

Request for Admission No. 3: Admit that you told TCRG that you had a net profits agreement in the ROW.

Response: Moore objects that the phrase "net profits agreement in the ROW" is ambiguous. Moore construes "net profits agreement in the ROW" as meaning a net profits agreement that conveyed to DMA a net-profits interest that attaches and runs with the ROW. Based on that construction and interpretation of the ambiguous phrase, admit.

Request for Admission No. 4: Admit that you told TCRG that you had a net profits agreement in the pipeline.

Response: Moore objects that the phrase "net profits agreement in the pipeline" is ambiguous. Moore construes "net profits agreement in the pipeline" as meaning a net profits agreement that conveyed to DMA a net-profits interest that attaches and runs with the ROW and related pipeline facilities. Based on that construction and interpretation of the ambiguous phrase, admit.

Request for Admission No. 5: Admit that told TCRG that your net profits interest was a real covenant.

Response: Admit.

Request for Admission No. 6: Admit that you told TCRG that your net profits interest was a personal covenant.

Response: Deny.

Request for Admission No. 7: Admit that you told TCRG that Wright had made false statements to it regarding the ROW.

Response: Admitted that Moore told TCRG that DMA has a net-profits interest that attaches and runs with the right-of-way, which implies that any contrary representations by Wright were false. Otherwise, denied.

Request for Admission No. 8: Admit that you told TCRG that Wright had made false statements to it regarding the Pipeline.

Response: Moore objects that the word “Pipeline” is unambiguous when taken in context of the relevant agreements. Moore construes “Pipeline” to mean the right-of-way and related pipeline facilities. Under that construction, admitted that Moore told TCRG that DMA has a net-profits interest that attaches and runs with the right-of-way, which implies that any contrary representations by Wright were false. Otherwise, denied.